

RFQ NUMBER: _____

State of Georgia
Request for Quote
Agency Contract - Open
Additional Instructions

This is a Request for Quote to supply the commodity or commodities on the attached listing for the agency or agencies indicated. All bids submitted pursuant to this Request for Quote shall be made in accordance with the provisions of the Georgia Vendor Manual, these instructions, the attached specifications, and the attached Open Contract. In case of a conflict between the terms, conditions and instructions contained herein and the provisions of the Georgia Vendor Manual, the former shall govern.

No award will be made to any person, firm or corporation unless at the time of award that person, firm or corporation is listed on the Georgia Bidders List. No bid received from any person, firm or corporation not listed on the Georgia Bidders List shall be entitled to any consideration for award, provided however, that the Department of Administrative Services may, in its sole discretion, allow any person, firm or corporation submitting a bid a grace period of seven (7) days in which to file application for listing on the Georgia Bidders List. Applications for listing and copies of the Georgia Vendor Manual may be obtained via the Internet at www.state.doas.ga.us or by contacting:

Bid Officer
State Purchasing Division
Department of Administrative Services
200 Piedmont Avenue, S.E.
Suite 1308, West Tower, Floyd Building
Atlanta, Georgia 30334-9010
Telephone: 404- 657-6000

1. PRICES.

Bidders are requested to quote net prices. All prices should be quoted in units of _____.

2. SPECIAL DISCOUNTS.

Bidders are requested to quote any special discounts offered for products whose end use is restricted (educational discounts, etc.). Any such discounts will be considered in the evaluation, if applicable for the User Agency, but will be made available only to those agencies qualifying for them.

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3. DELIVERY TIME.

Bidders should specify on the vendor data sheet the delivery time they are able to meet with respect to the supply of these commodities. Delivery times in excess of _____ days are not favored and may not be accepted.

4. FORMS.

Bidders should provide all of the information required on all forms including the Vendor Data Sheet, and should sign the Agency Contract Terms and Conditions.

5. ESTIMATED QUANTITIES.

Any reference to quantities or dollar amounts is provided as an estimate only, and shall not serve to obligate the State to purchase any minimum amount; nor shall any such reference serve to establish any maximum amount that the vendor is required to furnish.

6. AUTHORIZED AGENCIES.

Bidders may elect to offer these commodities to agencies of the State other than those specifically referenced, and to local governments and their agencies. Vendors desiring to extend this offer to other agencies should so indicate on the vendor data sheet.

7. EXCEPTIONS.

Any award made by the Department of Administrative Services hereunder shall bind the bidder to the terms, conditions and specifications set forth in this Request for Quote. Bidders whose bids do not conform to said terms, conditions and specifications in one or more particulars should so note on a separate sheet labeled "Exceptions to Terms and Conditions." While the Department of Administrative Services reserves the right to make an award to a nonconforming bidder when the best interest of the State would be served by so doing, such awards will not be readily made, and bidders are urged to conform to the terms, conditions and specifications set out herein to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been accepted by the State unless incorporated in the Execution copy of the Contract which accompanies the Notice of Award.

8. PURCHASING CARD

The State currently has a contract with NationsBank to enable selected State employees to purchase needed goods and services using a VISA purchasing card. This card functions as any consumer or commercial VISA card. There is a nominal discount rate charged to the vendor for credit card purchases, however, the fact that payment is received within 48 hours and no invoice has to be generated should offset this charge. The State desires to use this card to purchase goods and/or services covered under any contract established as a result of this Request for Quote provided that the cost of such goods and/or services does not exceed \$2,500 for any one purchase. Please indicate on the Vendor Data Sheet your choice to accept or not accept the card for purchases under this contract.

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9. ELECTRONIC DATA PROCESSING REQUIREMENTS

All hardware, software, and firmware purchased by, leased by, or licensed to the State of Georgia or any of its institutions must accurately process date data (including but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries (including leap year calculations) without error relating to date data, specifically including any error relating to date data which represents or references different centuries or more than one century. Without limiting the generality of the foregoing, 1) hardware, software, and firmware must not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data which represents or references different centuries or more than one century; 2) hardware, software, and firmware must be designed to insure year 2000 compatibility including but not limited to date data, century recognition, calculations which accommodate same century and multi century formulas and date values, and date data interface values that reflect the century; 3) software and firmware must include year 2000 capabilities which means that the software and firmware a) will manage and manipulate data involving dates including single century formulas and multi century formulas and will not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and b) provide that all date related user interface functionalities and data fields include the indication of centuries; and c) provide that all date related data interface functionalities include the indication of century.

In the event of any decrease in hardware, software, or firmware functionality related to time and date related codes and internal subroutines that impede or impair the ability of the hardware, software, or firmware to operate after the year 2000, the contractor must immediately make required corrections to restore hardware, software, and firmware to the same level of functionality as required herein at no charge to the State of Georgia and without interruption to the ongoing business of the State of Georgia with time being of the essence.

10. SPECIAL INSTRUCTIONS

Attached are any special instructions to this Request for Quote, if applicable.

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Vendor Data Sheet
Agency Contract - Open

1. Firm: _____
Address: _____
2. Orders to be mailed to:
Firm: _____
Address: _____
3. Payments to be made to:
Firm: _____
Address: _____
4. Contract Administrator:
Name: _____
Title: _____
Address: _____

Telephone: _____
Toll Free Phone (if available): 1+ _____
Fax Number: _____
E-mail Address: _____
5. Orders will be shipped within _____ days after Receipt of Purchase Release Order.
6. Cash Discount _____ % _____ Days
7. Payment Terms: Net 30 Days
8. Initial one:
 Bid offer is limited to this Agency only _____
 Bid offer is available to all State agencies _____
 Bid offer is available to all State agencies and Political Subdivisions _____
9. Initial one:
 I will accept the purchasing card for purchases made from this contract _____
 I will not accept the purchasing card _____

NOTE: All EXCEPTIONS to the terms and conditions should be noted on a separate sheet as in accordance to paragraph 7 of the Request for Quote, additional Instructions.

State of Georgia

Open Contract

This Contract entered into on the _____ day of _____, 20____, by (Agency Name), hereinafter referred to as "Agency," and (Contractor Name), hereinafter referred to as "Contractor." The term of this Contract shall commence on _____ and terminate on _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. INCORPORATION BY REFERENCE

The terms, conditions and specifications of Request for Quote (RFQ) #_____, and Contractor's response to said RFQ, are incorporated by reference and made a part hereof just as if they had been fully set out herein.

2. PURPOSE OF AGREEMENT

Contractor will sell goods specified in the RFQ to the Agency on an as needed basis, at prices specified in Contractor's response to the RFQ.

3. PAYMENT

Payments shall be made by the Agency according to an approved invoice. If purchase is made using a Purchasing Card, no invoice is required.

4. PRICE

Prices quoted in Contractor's response to the RFQ shall be firm throughout the term of this Contract. Orders placed by the Agency during said term shall be filled at the Contract price.

5. DELIVERY

The goods shall be delivered by the Contractor within the time and to the location specified by the Agency.

6. FREIGHT

All goods shall be delivered F.O.B. Destination

7. NON-EXCLUSIVE CONTRACT

This Contract is entered into solely for the convenience of the Agency, and in no way precludes the Agency from obtaining like goods from other suppliers.

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Contractor Initials_____

Agency Initials_____

Revised: October 2005

8. QUANTITIES

The Agency shall not be required to purchase either a minimum or maximum amount during the term of this Contract.

9. COMPLIANCE WITH STATUTES

The Contractor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the supply of any items to the Agency pursuant to this contract.

10. APPLICABLE LAW

This Contract shall be governed in all respects by the laws of the State of Georgia.

11. TRADING WITH STATE EMPLOYEES

This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.

12. TITLE AND RISK OF LOSS

Title to any items ordered and liability for risk of loss shall remain with the Contractor until delivery to and acceptance by the Agency.

13. ADDITIONAL TERMS

The Agency shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

14. RENEWAL

The parties may mutually agree in writing to renew this Contract for up to _____ additional one (1) year terms.

15. EXTENSION

In the event this Contract shall terminate or be likely to terminate prior to the award of a new Contract for this commodity, pursuant to Section 6.14 of the Georgia Vendor Manual, the parties may mutually agree in writing to extend this Contract for such period as may be necessary.

16. CANCELLATION

The Agency reserves the right to cancel this Contract by giving the Contractor _____ day's written notice of its intent to do so.

17. ASSIGNMENT AND DELEGATION

This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the Agency.

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18. GEORGIA VENDOR MANUAL

The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof just as if they had been fully set out herein. In the event of a conflict between the terms and conditions contained therein and the terms and conditions of the Contract, this Contract shall govern.

19. WAIVER

The waiver by the Agency of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision for any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

20. DRUG-FREE WORKPLACE

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made false certification herein above; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

21. TIME OF THE ESSENCE

Time is of the essence in this Contract. Any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

22. ENTIRE AGREEMENT

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of the Contract shall be binding upon the Agency unless the change or modification shall be in writing, consented to and approved by the Agency.

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23. SPECIAL TERMS AND CONDITIONS

(Attached are any special terms and conditions to this Contract, if applicable.)

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

Contractor Name

Signature of Contractor's Authorized Representative

Agency Name

Signature of Agency's Authorized Representative

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